



**CITY OF SUNNYVALE
BMR RENTAL HOUSING PROGRAM**

456 W. Olive Avenue
Sunnyvale, CA 94086
(408) 730-7456
Fax: (408) 737-4906

ADDENDUM TO BMR LEASE

Property Name: _____

In accordance with the City of Sunnyvale Administrative Procedures of the Below Market Rate Rental Housing Program, this addendum is an attachment to the Lease Agreement dated _____.

Between _____
(Lessor)

and _____ for the unit designated as
(Lessee)

(Complete Address) _____ Unit Number

LEASE RESTRICTIONS

Notwithstanding any other provisions of this lease, the following shall apply:

1. The term of the lease shall be from _____ to _____.
The lease may be terminated by the lessee with 30 days notice to manager without penalty, should the BMR tenant be relocating in order to purchase a home through the City's Below Market Rate Home Ownership Program.
2. The BMR unit:
 - a) must be continuously occupied by the primary BMR certified lessee signing this Lease addendum as their domicile, and
 - b) annually the tenant shall complete and provide to the property owner/manager the Annual Certification of Occupancy and Income by BMR Renter(s) (Form R-6) confirming that the tenant continues to occupy the unit on a full time continuous basis as their domicile.

Failure to complete and provide Form R-6 within thirty (30) days of a written request from the property owner/manager shall cause this lease to automatically terminate, and the tenant(s) must thereupon vacate the unit within thirty (30) days of a written notice from the property owner/manager unless tenant is notified in writing by property owner/manager that Section 5 of this addendum shall apply.

3. Tenant shall, annually, prior to renewal of this lease, re-certify the income of all members of the household on Form R-11 and verify under penalty of perjury under the laws of the State of California that the household income continues to meet the income and other eligibility criteria for occupancy of a BMR rental unit. In the event that the tenant's household no longer meets the eligibility criteria for occupancy of a BMR rental unit, as a result of increased income or other factor, then at the end of the lease term, the tenant must vacate this unit, unless tenant is notified in writing by property owner/manager that Section 5 of this addendum shall apply.
4. A new lessee may be added to the lease. If the initial certified BMR occupants and lessees fail to occupy the unit, the new tenants cannot be substituted. If a lessee fails to occupy the unit for a period in excess of sixty (60) days this lease shall automatically terminate, become null and void and all other occupants must vacate the unit within thirty (30) days written notice from the property owner/manager unless tenants are notified in writing by property owner/manager that Section 5 of this addendum shall apply.
5. If the tenant fails to comply with Sections, 2, 3, or 4 above, the property owner/manager may immediately designate another comparable unit as a BMR unit to be leased under the controlled rental price and requirements of the BMR program. If a comparable unit is designated, then the lessee need not vacate this unit, but may continue to lease this unit at the current market rent. As of this date, the market rent of a comparable unit is \$_____ per month; this may increase or decrease in the future.

Lessee (Signature)

Date

Lessee (Signature)

Date

Property Manager's Signature

Date

Property Manager's Printed Name